

FCO 2016-2

Floyd County Board of Commissioners
Ordinance Renaming State Road 111 to Grant Line Road

Whereas, the Floyd County Board of Commissioners met on January 19, 2016;

Whereas, the Floyd County Board of Commissioners accepted the relinquishment of State Road 111 from the Indiana Department of Transportation per agreement listed as Exhibit A;

Whereas, the United States Post Office is requesting clarification of the name of the road for new addresses;


Whereas, the United States Post Office has communicated to the Floyd County Building Commissioners that no existing addresses will require being changed to a new address as showed in Exhibit B


NOW, THEREFORE,

BE IT ORDAINED that the section of State Road 111 identified in Exhibit A is now called Grant Line Road

SO ORDDAINED this 19th day of January 2016.

BOARD OF COMMISSIONERS
COUNTY OF FLOYD


Stephen A. Bush, President


D. Mark Seabrook, Commissioner


Charles Freiburger, Commissioner

ATTEST


Scott Clark, County Auditor

ROAD TRANSFER
MEMORANDUM OF AGREEMENT
 Between
THE INDIANA DEPARTMENT OF TRANSPORTATION
AND
THE COUNTY OF FLOYD, INDIANA
 Concerning
THE TRANSFER OF PORTIONS OF S.R. 111 AND S.R. 311

EDS No. 4249-13-320310

PREAMBLE

This Agreement is made and entered into this 20th day of November, 2012 (hereinafter referred to as "Effective Date") by and between the Indiana Department of Transportation (hereinafter referred to as "INDOT"), and the County of Floyd, Indiana (hereinafter referred to as the "County"), and jointly referred to as the "PARTIES."

RECITALS

WHEREAS, INDOT currently incurs the expense for maintaining and regulating State Road 311 (hereinafter referred to as "S.R. 311") and State Road 111 (hereinafter referred to as "S.R. 111") in the County, including but not limited to all right of way and structures, the road surface, bridges, snow and ice removal, storm water drainage, mowing, traffic signals and other related signs, outdoor advertising structures and driveways; and

WHEREAS, INDOT desires to transfer according to the terms of this Agreement the Transferred Roads (as defined in Section 1.2 of this Agreement and illustrated in Exhibit A attached and herein incorporated by reference) to the County, and the County is willing to accept the Transferred Roads under the terms and conditions set forth in this Agreement and assume responsibility for all future maintenance, liability and regulation of the Transferred Roads, including but not limited to all right of way and all structures, the road surface, bridges, snow and ice removal, storm water drainage, mowing, traffic signals and other related signs, outdoor advertising structures and driveways in perpetuity under the terms of this Agreement; and

WHEREAS, I.C. 8-23-4-10 and I.C. 8-23-4-12 authorize INDOT and the County to execute this Agreement; and

WHEREAS, the PARTIES agree that the Transferred Roads will no longer be the most appropriate route to serve state traffic, but will continue to serve local access; and

WHEREAS, INDOT has identified the Transferred Roads as a lower priority route in the state highway system but determined that the Transferred Road will continue to serve a useful purpose; and

NOW THEREFORE, in consideration of the premises and the mutually dependent covenants herein contained, the PARTIES hereto agree as follows:

1.1. **Purpose.** The purpose of this Agreement is to transfer full responsibility for all operation, construction, maintenance, regulation and liability relating to the Transferred Roads from INDOT to the County to the fullest extent permitted by applicable law. To comply with Indiana law regarding the sale of real estate, the PARTIES agree that INDOT is not transferring title to any real estate by way of this Agreement and that INDOT shall retain legal title of the Transferred Road including without limitation any real property underneath existing pavement and the accompanying right of way, as described in the land records of Floyd County, Indiana. For the purposes of this Agreement and to avoid misunderstanding, the term "Transferred Roads" is defined in Section 1.2 of this Agreement and is illustrated in Exhibit A.

1.2. Transferred Roads Defined. The "Transferred Roads" are defined as the sections of S.R. 111 and S.R. 311 described in Sections 1.2(A) through 1.2(B) below.

A. The Transferred Roads include:

(i.) The portion of existing S.R. 111:

- (a.) Beginning just south of I-265 at Mount Tabor Road, running northerly to the Clark County Line; including
- (b.) the SR-111 bridge over Branch Elk Run (STR# 111-22-5107 - NBI# 25610)
- (c.) Traffic signals at:
 - 1. IUS University Drive (No. 01-022-049);
 - 2. Klermer Lane (No. 01-022-054);
 - 3. Security Parkway (No. 01-022-070)

Total SR 111 transferred 4.84 centerline miles/12.7 lane miles (See Exhibit A)

(ii.) The portion of existing S.R. 311:

- (a.) Beginning at the intersection of St. Joe Road with Charlestown Road, approximately 0.29 mile south of south of I-265 northerly to the Clark County Line; which includes:
- (b.) S.R. 311 bridge over Jacobs Creek (STR#(311)31W-22-1179A - NBI # 31290); and
- (c.) Traffic signals at:
 - 1. Entrance to Kroger/Lafayette Drive (No. 01-022-064);
 - 2. Charlestown Crossing (No. 01-022-065);
 - 3. Chapel Lane (No. 01-022-066);
 - 4. County Line Road (No. 01-022-048)

Total SR 311 transferred ~2.55 centerline miles/8.85 lane miles (See Exhibit A)

B. The total mileage of all segments comprising the Transferred Roads shall be approximately 7.39 centerline miles.

C. The COUNTY understands and agrees that the bridges on the Transferred Roads as described in Sections 1.2(A)(i)(b) and 1.2(A)(ii)(b) of this Agreement will become part of the Floyd County Bridge Inventory.

D. The COUNTY understands and agrees that as the SR 111 and SR 311 bridges fly over I-265, INDOT will continue to inspect, and structurally improve these structures as required and in accordance with "INDOT Operations Policy #10 (See Exhibit B). The County will be responsible for all general maintenance upon the date of transfer.

1.3. Date of Transfer. The Date of Transfer is defined as the date upon which INDOT will transfer the Transferred Roads to the COUNTY. INDOT will notify the COUNTY by mail of the exact date and time of transfer, which should be expected within 3 weeks following approval of this Agreement by the Office of the Attorney General.

1.4. Acceptance. The COUNTY agrees to accept transfer of the Transferred Road, according to the terms of this Agreement on the Date of Transfer.

1.5. Transferred Road Condition. The COUNTY warrants and represents that it has had sufficient opportunity to inspect the Transferred Road and agrees to accept the Transferred Road in "AS IS" condition on the Date of Transfer.

1.6. Payment. In exchange for accepting the Transferred Roads, INDOT agrees to compensate the COUNTY according to the following terms, and the COUNTY agrees to accept these payments and supplemental funds as full and complete compensation for accepting the Transferred Road.

A. Cash Payment for Acceptance of Transfer of S.R.'s 111 & 311. INDOT shall per this Agreement, pay the COUNTY a TOTAL AMOUNT of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) in state funds according to the following schedule, and in accordance with the requirements of this Section 1.6 (i-iv) for the maintenance and improvement of the transferred roads.

- (i) First Installment – FY 2015. INDOT shall pay the COUNTY the amount of ONE HUNDRED SIXTY-SIX THOUSAND, SIX HUNDRED AND SIXTY SEVEN (\$166,667), on or about July 1, 2014, following receipt of an invoice for payment from the COUNTY.
- (ii) Second Installment – FY 2016. INDOT shall pay the COUNTY the amount of ONE HUNDRED SIXTY-SIX THOUSAND, SIX HUNDRED AND SIXTY SEVEN (\$166,667), on or about July 1, 2015, following receipt of an invoice for payment from the COUNTY.
- (iii) Third Installment – FY 2017. INDOT shall pay the COUNTY the amount of ONE HUNDRED SIXTY-SIX THOUSAND, SIX HUNDRED AND SIXTY SIX DOLLARS (\$166,666), on or about July 1, 2016, following receipt of an invoice for payment from the COUNTY.
- (iv) The Cash Payments installments described in this Section 1.6(A) will be made to the COUNTY in a lump sum payment via electronic funds transfer, payable within forty-five (45) days of the COUNTY submitting an invoice to INDOT in accordance with Section 1.6(B) of this Agreement. In accordance with IC 4-13-2-14.8, the COUNTY shall complete and submit State Form 47551 (Automated Direct Deposit Authorization Agreement) before payment can occur.

B. Supplemental Matching Federal Resources (SMFR). INDOT shall make available to the COUNTY, SMFR for a total amount of ONE MILLION, SEVEN HUNDRED AND FOUR THOUSAND, FIVE HUNDRED DOLLARS (\$1,704,500) to be utilized by the COUNTY to pay the match costs of currently programmed or planned federal aid projects. This funds will be set aside by INDOT as follows:

- (i) 2013 Contribution of SMFR. INDOT will make available on or after July 1, 2012, a total amount of ONE MILLION, THREE HUNDRED AND EIGHTY TWO THOUSAND, FIVE HUNDRED DOLLARS (\$1,382,500). These funds will be utilized to pay the COUNTY's 20% match costs or overruns for the following federal aid projects currently programmed:
 - (1) Paoli Pike Intersection Improvement (Des.# 0800746/CN R-33266)
 - (2) Old Vincennes Road Construction (Des.#0200786/CN#R-31758)

Any unused funds from this contribution will be moved for use by the COUNTY in FY 2014.

(ii) **2014 Contribution of SMFR.** INDOT will make available on or after July 1, 2013, a total amount of ONE HUNDRED AND TWENTY TWO THOUSAND DOLLARS (\$122,000). These funds will be utilized to pay the COUNTY's 20% match costs or overruns for any programmed federal-aid transportation projects that has been funded through KIPDA. The COUNTY will identify to INDOT by electronic means, which project match will be paid utilizing this contribution of funds. Should these funds not be utilized in FY 2014, then the funds will moved for use by the COUNTY to FY 2015.

(iii) **2015 Contribution of SMFR.** INDOT will make available on or after July 1, 2014, a total amount of THIRTY FIVE THOUSAND DOLLARS (\$35,000). These funds will be utilized to pay the COUNTY's 20% match costs or overruns for any programmed federal-aid transportation projects that has been funded through KIPDA. The COUNTY will identify to INDOT by electronic means, which project match will be paid utilizing this contribution of funds. Should these funds not be utilized in FY 2015, then the funds will moved for use by the COUNTY to FY 2016.

(iii) **2016 Contribution of SMFR.** INDOT will make available on or after July 1, 2015, a total amount of ONE HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$165,000). These funds will be utilized to pay the COUNTY's 20% match costs or overruns for any programmed federal-aid transportation projects that has been funded through KIPDA. The COUNTY will identify to INDOT by electronic means, which programmed project match will be paid by these funds.

(iv) The COUNTY agrees to utilize all match funds provided by this agreement not later than June 30, 2016.

C. **Lease of Trucks.** As partial consideration for acceptance of the Transferred Road, INDOT agrees to offer to the COUNTY a one-time lease of one (1) dump truck to the COUNTY at the cost of \$1 per year. The term of this one-time lease shall be for the lifespan of the truck, anticipated to be ten (10) years or less from the beginning of the lease. The truck shall be equipped with a snow plow and spreader bed, and will be between 5 and 10 years old (with no excessive signs of wear beyond what may be ordinarily expected from a vehicle between 5 and 10 years old). The leased truck shall be taken from INDOT's excess vehicles and equipment (not from INDOT's standard fleet). INDOT and the COUNTY must execute a separate Lease Agreement, and the Lease Agreement must be approved by the Indiana Department of Administration, the Office of the Indiana Attorney General, and the State Budget Agency in order to be valid. The Lease Agreement for the truck shall provide that upon expiration of the Lease, the COUNTY may purchase the leased truck for fair market value and in accordance with all state laws, regulations and Indiana Department of Administration policies, or the COUNTY may return the truck to INDOT for disposal. The Lease Agreement contemplated herein shall not be renewable and shall not be extended beyond the scope described in this Section.

D. **Snow and Ice Training.** In order to assist the COUNTY in increasing the core competencies of the County's Highway Department (hereinafter "CHD") and its employees, INDOT will allow any CHD employee to attend any regularly scheduled session of INDOT's Snow and Ice Training Program or INDOT's Competency Training Program held within INDOT's Seymour District. INDOT will inform the County of dates, times and locations of these training programs, and the Parties will cooperate to schedule attendance of CHD employees at these sessions. The COUNTY may make arrangements to bring its own truck to training sessions to ensure the best practical educational experience for CHD employees.

E. **Invoice to INDOT.** The CITY shall remit an invoice to INDOT for each of the Cash Payments or described in Section 1.6(A) and that specifically references this Agreement before any such payment can occur.

1.7. Limited Access Right of Way. To avoid confusion, the Parties agree that according to applicable law, including Federal Highway Administration laws and regulations, INDOT will retain control over limited access right of way. However, INDOT agrees in good faith to work with both the COUNTY and the Federal Highway Administration with respect to any requests to break the limited access right of way line.

1.8. Change of Transferred Road Status. The COUNTY agrees that this road will remain in the local highway system so long as it continues to serve public access. Any consideration to remove this route from the COUNTY system must be reviewed and approved by INDOT.

1.9. No Cost or Expense to INDOT. The COUNTY agrees that except as otherwise provided in Section 1.6 of this Agreement, INDOT shall not be responsible for any costs or expenses in any manner related to the Transferred Road after the legal date and time of Transfer.

1.10. Permits Issued for the Transferred Road. For the sake of clarity and to avoid misunderstanding, the COUNTY agrees to indemnify, defend and hold harmless INDOT for all claims or liability arising in relation to any permits issued by the COUNTY to perform work on the Transferred Road. Further, the COUNTY shall be responsible for conducting all future inspection of any active permits issued by INDOT prior to the date of transfer.

1.11. Interpretation. The Preamble and Recitals recorded above are incorporated by reference into this Agreement. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Agreement.

II. GENERAL PROVISIONS

2.1. Access to Records. The COUNTY shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of final payment under the terms of this Agreement, for inspection or audit by INDOT, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT. The COUNTY agrees that, upon request by any agency participating in federally-assisted programs with whom the COUNTY has agreed to or seeks to agree to, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the COUNTY in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2.2. Audit. The COUNTY acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines (including applicable provisions of the Office of Management and Budget Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations) specified by the State and/or in accordance with audit requirements specified elsewhere in this Agreement.

2.3. Authority to Bind COUNTY. The signatory for the COUNTY warrants that he/she has the necessary authority to enter into this Agreement. The signatory for the COUNTY represents that he/she has been duly authorized to execute this Agreement on behalf of the COUNTY, and has obtained all necessary or applicable approval to make this Agreement fully binding upon the COUNTY when his/her signature is affixed to this Agreement.

2.4. Certification for Federal-Aid Contracts Lobbying Activities. The COUNTY certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the COUNTY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the COUNTY, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The COUNTY also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

2.5. Compliance with Laws.

A. The COUNTY shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Agreement shall be reviewed by INDOT to determine whether formal modifications are required to the provisions of this Agreement.

B. The COUNTY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, et seq., Indiana Code § 4-2-7, et. seq., the regulations promulgated thereunder, and Executive Order 05-12, dated January 12, 2005. If the COUNTY is not familiar with these ethical requirements, the COUNTY should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>. If the COUNTY or its agents violate any applicable ethical standards, the State may, at its sole discretion, terminate this Agreement immediately upon notice to the COUNTY. In addition, the COUNTY may be subject to penalties under Indiana Code §§ 4-2-6 and 4-2-7, and under any other applicable state or federal laws.

C. The COUNTY certifies by entering into this Agreement, that it is not presently in arrears in payment of any permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the COUNTY agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the COUNTY. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the COUNTY becomes current in its payments and has submitted proof of such payment to INDOT.

D. As required by IC 5-22-3-7: (1) the COUNTY and any principals of the COUNTY certify that (A) the COUNTY, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the COUNTY will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law. (2) The COUNTY and any principals of the COUNTY certify that an affiliate or principal of the COUNTY and any agent acting on behalf of the COUNTY or on behalf of an affiliate or principal of the COUNTY (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

2.6. Drug-Free Workplace Certification. The COUNTY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the Indiana Department of Transportation and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the COUNTY in the State of Indiana has been convicted of a criminal drug violation occurring in the COUNTY's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Agreement payments, termination of the Agreement and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Agreement amount set forth in this Agreement is in excess of \$25,000.00, the COUNTY hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all agreements with and grants from the State of Indiana in excess of \$25,000.00. No award of an agreement shall be made, and no purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the COUNTY and made a part of the agreement as part of the executed contract.

The COUNTY certifies and agrees that it will provide a drug-free workplace by:

- a. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the COUNTY's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the COUNTY's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- c. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the COUNTY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- d. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;
- e. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- f. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

2.7. Employment Eligibility Verification.

- a. The COUNTY affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.
- b. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-

Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

- c. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- d. The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- e. The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

2.8. Force Majeure. In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a Force Majeure Event), the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

2.9. Funding Cancellation Clause. When the Director of the Office of Management and Budget makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, this Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

2.10. Governing Laws. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana.

2.11. Indemnification. The COUNTY agrees to indemnify exculpate, and hold harmless the State of Indiana, INDOT, and their officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, or by whosoever caused, to the person or property of anyone arising out of, or resulting from the performance of this Agreement or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, to the extent of negligence of the COUNTY, including any claims arising out the Worker's Compensation Act or any other law, ordinance, order or decree. INDOT shall not provide such indemnification to the COUNTY.

The COUNTY agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith in the event that the COUNTY shall default under the provisions of this Section.

2.12. Non-Discrimination

A. Pursuant to I.C. 22-9-1-10 and the Civil Rights Act of 1964, the COUNTY, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Agreement. Acceptance of this Agreement also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

B The COUNTY understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the COUNTY agrees that if the COUNTY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the COUNTY will comply with the affirmative action reporting requirements of

41 CFR 60-1.7. The COUNTY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Agreement.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, religion and disability.) The following are examples of where this policy shall be applied relative to the INDOT.

C. The COUNTY shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.

D. The COUNTY shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, religion and disability).

E. The COUNTY shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, religion and disability.)

F. The COUNTY shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

G. INDOT shall Take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.

2.13. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

A. For INDOT: Brandi Fischvogt, LPA Program Coordinator
INDOT Seymour District
185 Agrico Lane
Seymour, In. 47274
bfischvogt@indot.in.gov
(812) 524-3961

B. For COUNTY: Don Lopp, Floyd County Planner
311 Hauss Square
New Albany, In. 47150
dlopp@floydcounty.in.gov
812-948-4110

2.14. Payment. All payments shall be made according to the terms of this Agreement and in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the COUNTY in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20. If the COUNTY has any outstanding balances on any Contract with INDOT, and such outstanding balances due to INDOT are at least sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to invoke the powers of the Auditor of the State of Indiana to make a mandatory transfer of funds from the COUNTY's allocation of the Motor Vehicle Highway Account and the Local Roads and Streets Account to

INDOT's account, or INDOT may withhold or garnish payments otherwise due to the COUNTY from INDOT under this or any other Agreement to partially or wholly satisfy such outstanding balances. In addition, to satisfy any outstanding balance owed, INDOT reserves the right to withhold any and all distributions of discretionary federal funds normally issued or allocated to the COUNTY.

2.15. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

2.16. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

2.17. Status of Claims. The COUNTY shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the COUNTY resulting from services performed under this Agreement.

2.18. General. This Agreement represents the entire understanding between the Parties relating to the subject matter, and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Agreement must be in writing, reference this Section 2.17 and be signed by duly authorized representatives of the Parties. Neither this Agreement nor any portions of it may be assigned, licensed or otherwise transferred by the COUNTY without the prior written consent of INDOT. This Agreement will be binding upon the Parties and their permitted successors or assigns. Failure of either Party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings are inserted for convenience only and do not constitute part of this Agreement.

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the properly authorized representative, agent, member or officer of the COUNTY, that he/she has not, nor has any other member, employee, representative, agent or officer of the COUNTY, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

In Witness Whereof, the COUNTY and the State of Indiana have, through duly authorized representatives, entered into this Agreement. The Parties having read and understand the forgoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof.

COUNTY OF FLOYD

Executed by:

Stephen Bush

Charles A. Freiberg

D. Mark Seabrook

Attest:

[Signature]

Date: 8/21/12

STATE OF INDIANA)

)SS:

COUNTY OF: FLOYD)

Before me, a Notary Public in and for said County and State personally appeared on 8/21/12, Stephen Bush, Charles A. Freiberg, D. Mark Seabrook of New Albany, Indiana, who acknowledged the execution of the foregoing road transfer agreement on this 21 day of August, 2012.

[Signature]
NOTARY PUBLIC (signature)

RICHARD R FOX
NOTARY PUBLIC (printed)

My Commission expires: 6/8/15

My County of Residence is: FLOYD

STATE OF INDIANA
Indiana Department of Transportation

Recommended for approval by:

[Signature]
Jim Stark, Deputy Commissioner
Indiana Department of Transportation
Date: 11/7/2012

[Signature]
Kathy Eaton-McKalip, District Deputy Commissioner
Indiana Department of Transportation
Date: 10-2-2012

Executed By:

[Signature]
Troy Woodruff, Deputy Commissioner
and Chief Operations Officer, For
Michael B. Cline, Commissioner
Indiana Department of Transportation
Date: 11/8/12

STATE OF INDIANA)
COUNTY OF: Marion)SS:

Before me, a Notary Public in and for said County and State personally appeared
Troy Woodruff, Deputy Commissioner and Chief Operating Officer of
the Indiana Department of Transportation, who acknowledged the execution of the foregoing road transfer
agreement on this 8th day of November, 2012

[Signature]
NOTARY PUBLIC (signature)
Harriet D. Briggs
NOTARY PUBLIC (printed)

My Commission expires: 6/25/17
My County of Residence is: Marion

A249-13-320310
67211-000

APPROVALS

STATE OF INDIANA
State Budget Agency

Joseph M. Halbig FOR
Adam M. Horst, Director

Date: 11-19-2012

STATE OF INDIANA
Department of Administration

Robert D. Wynkoop FOR
Robert D. Wynkoop, Commissioner

Date: 11.14.12

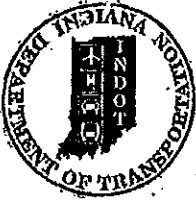
Approved as to Form and Legality:

Gregory F. Zoeller (for)
Attorney General Gregory F. Zoeller

Date Approved: 20 NOV 12

This instrument was prepared for the Indiana Department of Transportation, 100 N. Senate Avenue, Indianapolis, IN 46060, by the undersigned attorney who affirms, under penalties of perjury, that all Social Security numbers have been redacted from the forgoing, and all attachments thereto, except as allowed by law.

Teresa Dashiell Giller
Teresa Dashiell Giller
Attorney No. 49-17698-A
100 N. Senate Ave.
IGCN Room N730
Indianapolis, IN 46204-2216
(317)234-5402



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

Division of Highway Maintenance
100 North Senate Avenue
Room N801
Indianapolis, Indiana 46204-2216 (317) 232-5051 FAX: (317) 232-5551

Mitchell E. Daniels, Jr., Governor
Michael W. Reed, Commissioner

DATE: June 1, 2010

TO: District Deputy Commissioners
District Highway Maintenance Directors
District Technical Services Directors
District Production Directors
Deputy Commissioner, Design, Project Management, Technical Support
Deputy Commissioner, Planning, Asset Management, Research and Development
Deputy Commissioner, Operations

OPERATIONS
MEMORANDUM 10-03

FROM: Jason L. Jones
Director, Division of Maintenance Management and District Support

SUBJECT: Maintenance of County Road and City Street Separated Crossings

POLICY:

Any county road or city street structure that crosses an INDOT controlled facility should normally be owned and maintained by INDOT unless a separate agreement exists. The structure will be defined from approach slab to approach slab inclusive. Within those limits, the local governmental agency will be responsible for all pavement markings and guardrail maintenance on the structure as well as for snow and ice removal. INDOT may perform additional maintenance within the state right-of-way when it is determined that such maintenance will improve the safety and condition of INDOT's mainline.

For the purpose of this policy, Bridge Structures are defined as an overpass, underpass, tunnel, or other structure that crosses an INDOT facility. This includes structures for trails and pedestrians as well as vehicular traffic.

This OM supersedes INDOT Operating Procedure No. 10, approved on 8/24/98.

Conditional qualifications to the above policy statement are as follows:

INTERCHANGES

1. Future interchanges built by a local governmental agency or a non-governmental entities: Effective with the date of this Operations Memorandum, all interchanges on the State highway system will be built and maintained by INDOT unless a formal executive agreement indicates otherwise. Contract agreements with INDOT must be executed before a project of this type is let or an INDOT permit is approved. The agreement should include annual payments be made to INDOT to offset maintenance and rehabilitative costs on the bridge based on a 60 year life cycle, not including initial construction cost or replacement costs, unless formal INDOT executive agreement indicates otherwise.

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Exhibit B

2. Existing interchanges built by local governmental agency or a non-governmental entities. Each location will be evaluated for possible transfer to INDOT's jurisdiction on a case-by-case basis.
3. Maintenance of an interchange by INDOT at a non-INDOT owned or maintained facility will include the following:
 - a. Bridge structures will be maintained from approach slab to approach slab inclusive
 - b. Ramps to the touchdown or intersecting point on the non-INDOT road.
 - c. Snow and ice removal, annual sweeping, debris removal, pavement markings and traffic control signs on the bridge will be maintained by the local unit of government or non-governmental organization owning the facility.
4. Existing limited access rights and ownership will be perpetuated for existing or future projects. INDOT will retain legal access rights, even upon relinquishments.
5. Upon completion of any project, the Integrated Transportation Planning Section shall revert the identified segments back to the responsible LPA via written notification letter.

BRIDGE STRUCTURES

1. Future bridges/structures built over or under a state facility by a local governmental agency: Effective with the date of this Operations Memorandum, all bridges/structures will be owned and maintained by INDOT as set forth in the original policy statement. Contract agreements must be completely executed before a project of this type is let or an INDOT permit is approved by INDOT. Structures shall be built according to INDOT standards and specifications. The agreement should include annual payments be made to INDOT to offset maintenance and rehabilitative costs on the bridge based on a 60 year life cycle, not including initial construction cost or replacement costs, unless formal INDOT executive agreement indicates otherwise.
2. Existing bridges/structures built over or under a state facility by a local governmental agency: Each location will be evaluated for possible transfer to INDOT's jurisdiction on a case-by-case basis.
3. Bridges/structures built over or under a state facility by a non-governmental agency: Structures constructed by non-governmental entities shall remain the property of the developing entity and it shall be responsible for maintenance of the bridge. INDOT will be responsible for guardrail and attenuators on the highway at the bridge structure. Specific requirements for private bridge structures are as follows:
 - a. The developing entity must provide and maintain a bond equal to the cost to remove the bridge structure.
 - b. The bridge will be inspected biennially by INDOT-approved bridge inspectors.
 - c. All deficiencies will be corrected by an INDOT-pre-approved contractor at the developing entity's expense. Deficiencies that may create an emergency situation on the INDOT facility will be corrected immediately.
 - d. Each location will be evaluated for possible transfer to INDOT's jurisdiction on a case-by-case basis.
4. Existing limited access rights and ownership will be perpetuated for existing or future projects. INDOT will retain legal access rights, even upon relinquishments.
5. Upon completion of any project, the Integrated Transportation Planning Section shall revert the identified segments back to the responsible LPA via written notification letter.

cc: Dennis Belter, Todd Shields, Jeff Parker, Brad Steckler, Anne Rearick

Don Lopp

From: Kelley Lang
Sent: Wednesday, January 6, 2016 8:16 AM
To: Don Lopp
Cc: Linda Barksdale
Subject: FW: Highway 111

Don – I got your voicemail message this morning regarding a question that Rick Fox had about existing addresses and new addresses moving forward. I believe the response below from Laura with USPS/AMS will address that question. I tried returning your call this morning, and left you a voicemail. Please feel free to give me a call at x414 at your convenience to discuss.

Thank you,
 -Kelley

Kelley Lang
 Building Commissioner
 Floyd County Plan Commission
 Tel: 812-948-5442
 Fax: 812-941-4571
 Web: <http://www.floydcounty.in.gov/>

From: Jennings, Laura - Louisville, KY [mailto:Laura.L.Jennings@usps.gov]
Sent: Tuesday, December 22, 2015 3:23 PM
To: Kelley Lang <klang@floydcounty.in.gov>
Cc: Linda Barksdale <lbarksdale@floydcounty.in.gov>
Subject: RE: Highway 111

That sounds like it could be an option.

Sincerely,

*Laura Jennings
 United States Postal Service
 PO Box 31321
 Louisville KY 40231-9321
 502-454-1756
 FAX: 502-454-1600*

From: Kelley Lang [mailto:klang@floydcounty.in.gov]
Sent: Tuesday, December 22, 2015 3:18 PM
To: Jennings, Laura - Louisville, KY
Cc: Linda Barksdale
Subject: RE: Highway 111

Good afternoon Laura,

Thank you for the information. Per our discussion, you had stated that if we were to provide you with information verifying that the road name is now Grant Line Road, then everyone with addresses in that area would need to change

their mailing address from Highway 111 to Grant Line Road. Rather than having everyone change their mailing address to Grant Line Road, could there just be an alias set up for each address in that area? That way, the existing addresses could keep the road name as it is currently (highway 111), then moving forward, we would issue only Grant Line Road addresses (which would not need an alias.) Just asking whether that *could* be an option.

Thank you,
-Kelley

Kelley Lang
Building Commissioner
Floyd County Plan Commission
Tel: 812-948-5442
Fax: 812-941-4571
Web: <http://www.floydcounty.in.gov/>

From: Jennings, Laura - Louisville, KY [mailto:Laura.L.Jennings@usps.gov]
Sent: Tuesday, December 22, 2015 11:24 AM
To: Kelley Lang <klang@floydcounty.in.gov>
Subject: Highway 111

It looks like we only have Highway 111 in two Zip Codes that deliver in Floyd county: New Albany and Sellersburg. Below you can see the breakdown of the Geoseg Ranges we have in the Postal Database. If you need anything else, let me know. Thanks.

PRIMARY RANGE		O/E/B	STREET NAME	SUF	ZIP CODE
1400	1999	(B)	GRANT LINE	RD	47150
2000	3199	(B)	GRANT LINE	RD	47150
3200	3599	(B)	GRANT LINE	RD	47150
3600	4724	(E)	GRANT LINE	RD	47150
3601	3999	(O)	GRANT LINE	RD	47150
4001	4099	(O)	GRANT LINE	RD	47150
4101	4499	(O)	GRANT LINE	RD	47150
4501	4599	(O)	GRANT LINE	RD	47150
4601	4799	(O)	GRANT LINE	RD	47150
4726	6098	(E)	GRANT LINE	RD	47150
4801	6099	(O)	GRANT LINE	RD	47150
6000	7299	(B)	HIGHWAY 111		47172
1400	1899	(B)	STATE ROAD 111		47150
1900	6599	(B)	STATE ROAD 111		47150

Sincerely,

Laura Jennings
United States Postal Service
PO Box 31321
Louisville KY 40231-9321
502-454-1756
FAX: 502-454-1600

